

**Non-Disclosure Agreement—Conference Attendee
Missile Defense Agency**

Innovate 2026

**Non-Disclosure Agreement—Conference Attendee
Missile Defense Agency**

Name: _____ Job Title: _____

Company/Organization: _____ Email: _____

Phone: _____

1. I certify that I am familiar with and will abide by the requirements of Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) on Procurement Integrity, FAR 3.104, and particularly with respect to my and the Government's responsibilities to provide impartial, fair, and equitable treatment of contractors and to protect contractor proprietary and source selection information. **I am also familiar with requirements to safeguard information within possession of the U.S. Government and protect against unauthorized disclosure pursuant to 18 U.S. Code Section 641 (public property or records), 793 (gathering, transmitting, or losing defense information). These statutes impose criminal penalties including imprisonment and fines on persons who without legal authority disclose government information. I understand the government information I must safeguard includes, but is not limited to the following: Classified (Top Secret, Secret, Confidential), Controlled Unclassified Information (CUI), source selection sensitive, Planning, Programming and Budgeting Execution (PPBE) and Privacy Act information.**

2. I understand that 18 U.S.C. §1832 (Theft of Trade Secrets) criminalizes the theft, misappropriation, or unauthorized use of trade secrets for economic benefit, with penalties including fines and imprisonment. I also understand that the Procurement Integrity Act, 41 U.S.C. §2101-2107 (Prohibitions on disclosing and obtaining procurement information) prohibits current and former federal employees, contractor employees supporting agency acquisition matters, and any non-federal employee acting on the Government's behalf, from disclosing source selection information, contractor bid or proposal information, and contractor proprietary data except as authorized by law. **I understand that improper disclosure of protected information may result in individual criminal penalties to include up to 5 years imprisonment and civil penalties to include a fine up to \$50,000.00 for each violation along with individual and organizational suspension or debarment.** As a separate civil law matter, I also understand a civil legal suit may be brought by a third party against me in my personal capacity for damages of improper disclosure of third party proprietary data, trade secrets, Privacy Act information, etc., for which I would face attorney representation at my own expense and understand I

**Non-Disclosure Agreement—Conference Attendee
Missile Defense Agency**

would be personally liable for any Court judgment and damages if a verdict is issued against me.

3. I understand that, in the course of my attendance at the Innovate 2026 Conference, I may obtain access to sensitive information for the purpose of attendance, and participation in the conference, as well as for evaluating potential collaboration opportunities with the Missile Defense Agency (MDA), and for no other purpose. This information can include, but is not limited to: procurement sensitive information (to include acquisition planning requirements and strategy and statements of work); proprietary information (to include research findings, experimental data, prototypes, designs, specifications, algorithms, software, and development plans or other proposal information); business information (such as strategic plans, project roadmaps, procurement strategies, budget details, sensitive operational information, and personnel-related discussions), source selection information; and budgetary and financial information (to include but not limited to Planning, Programming, Budgeting and Execution System (PPBES) Data). Sensitive information accessed may also include CUI, and may be specifically exempt or protected from disclosure by the Freedom of Information Act, the Privacy Act, the Procurement Integrity Act, and other legislation. Sensitive information for the purposes of this agreement also includes discussions, presentations, and deliberations that occur during the event, if deemed sensitive by the presenter, as well as the existence and nature of any specific programs, projects, or initiatives discussed at the event, if not already publicly known.
 - a) I agree that I will not photograph, reproduce, summarize, disclose, or discuss the above defined sensitive information publicly or to any third party without the written consent of MDA.
 - b) Sensitive information accessed by my company/organization's employees, agents, or representatives who have a legitimate "need to know" is authorized only for the purpose of evaluating potential collaboration opportunities with MDA.
 - c) I understand that if I should obtain access to proprietary or business information, I will not discuss or disclose such information **under any circumstances**, unless specifically authorized to do so pursuant to an existing agreement between my company/organization and the company/organization that furnished the proprietary or business information, or as specifically authorized by a MDA contracting officer.
 - d) I understand that my failure to protect sensitive information as described above may subject me to criminal and civil penalties, and may result in the agency or another governmental entity taking adverse action against my organization/company.
4. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the government contractor or employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector

**Non-Disclosure Agreement—Conference Attendee
Missile Defense Agency**

General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

5. I understand that my obligations are of a continuing nature (indefinite) and agree to notify MDA of any circumstance which changes any of the above statements, and I will notify a MDA contracting officer if I am aware of a violation (by myself or others) of any of the above rules of conduct.

6. By signing this agreement, I also acknowledge my duty to abide by all Department of War and MDA policies and procedures concerning the marking, handling, distribution and use of all proprietary and sensitive information, and I will, at all times, exercise reasonable care in the protection of such information.

Signature

Date